



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
SUPERFUND SITE STRATEGY RECOMMENDATION - REGION 06



Site Name: CES Environmental Services

CERCLIS ID#: TXD008950461

Alias Site Name: NA

Address: 4904 Griggs Road

City/County or Parish/State/Zip: Houston/Harris County/Texas/77021

Report Type: Preliminary Assessment

Date: 01/30/15

Author: TCEQ - Audrey Smith

RECOMMENDATION:

<input checked="" type="checkbox"/> 1. No Further Remedial Action Planned Under Superfund (NFRAP)	<input type="checkbox"/> 2. Further Investigation Needed Under Superfund <table border="0"><tr><td><input type="checkbox"/> PA</td><td><input type="checkbox"/> HRS</td><td>Priority: <input type="checkbox"/> High</td></tr><tr><td><input type="checkbox"/> SI</td><td><input type="checkbox"/> RI/FS</td><td><input type="checkbox"/> Low</td></tr><tr><td><input type="checkbox"/> ESI</td><td><input type="checkbox"/> RA</td><td></td></tr><tr><td><input type="checkbox"/> Other: _____</td><td></td><td></td></tr></table> To be performed by: _____	<input type="checkbox"/> PA	<input type="checkbox"/> HRS	Priority: <input type="checkbox"/> High	<input type="checkbox"/> SI	<input type="checkbox"/> RI/FS	<input type="checkbox"/> Low	<input type="checkbox"/> ESI	<input type="checkbox"/> RA		<input type="checkbox"/> Other: _____		
<input type="checkbox"/> PA	<input type="checkbox"/> HRS	Priority: <input type="checkbox"/> High											
<input type="checkbox"/> SI	<input type="checkbox"/> RI/FS	<input type="checkbox"/> Low											
<input type="checkbox"/> ESI	<input type="checkbox"/> RA												
<input type="checkbox"/> Other: _____													
<input type="checkbox"/> 3. Action Deferred to: <input type="checkbox"/> RCRA <input type="checkbox"/> NRC													
<input checked="" type="checkbox"/> 4. Site Being Addressed Under the State Voluntary Cleanup Program (VCP): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													

NOTIFY AUTHORITY:

<input checked="" type="checkbox"/> Removal	<input type="checkbox"/> RCRA	<input type="checkbox"/> TSCA	<input type="checkbox"/> CAA	<input type="checkbox"/> SMCRA
<input type="checkbox"/> Remedial	<input type="checkbox"/> State/Tribe	<input type="checkbox"/> NPDES	<input type="checkbox"/> NRC	<input type="checkbox"/> Resource Trustee: _____
<input type="checkbox"/> CERCLA	<input type="checkbox"/> Federal	<input type="checkbox"/> UIC	<input type="checkbox"/> SPCC	<input type="checkbox"/> Other: _____
Enforcement	Facility			
SEND SSSR COPIES TO: <input type="checkbox"/> 6SF-AC <input type="checkbox"/> 6WQ-SP <input type="checkbox"/> ATSDR <input checked="" type="checkbox"/> State Agency <input type="checkbox"/> Tribal Agency				

DISCUSSION:

The CES Environmental Services (CES) site consists of three adjacent properties with a total area of 7.9 acres. The site is located in a mixed commercial and residential area near the intersection of Griggs Road and Wayland Street in Houston. Buildings currently present at the site and formerly used in business operations include a business office, a training center/locker room, the main processing facility, the tank wash office, a shed, and a warehouse. The main processing facility is a metal building that consists of a combined wastewater treatment system located in the north end, and a former laboratory and drum/container receiving area located in the south end. The former tank wash office is located in a separate metal building south of the main processing facility. Wastes are staged throughout the site in a myriad of vessels, including vacuum boxes, roll-off boxes, frac tanks, tanker trailers, totes, vats, drums, aboveground storage tanks, and other miscellaneous smaller containers. Ponded storm water has been observed in the southwest corner and north end of the site during multiple inspections by the Texas Commission on Environmental Quality (TCEQ).

The properties located immediately east and south of the site are residences. A few of the residences bordering the northeast corner of the site are currently abandoned. Griggs Road borders the site to the north, and other residences are present on the north side of the road. A vacant, open lot is located on the west side of Wayland Street, north of the on-site warehouse. The Beatrice Mayes Institute Charter School is located northwest of the on-site warehouse, adjacent to the vacant lot. The school uses the property located southwest of the on-site warehouse for physical education activities. This property is not currently considered part of the CES site; however, according to historical aerial photos, it appears to have been used for business operations associated with the site beginning in the 1940s and continuing until as recently as 2007.

Historic operations conducted at the site include general freight trucking, nonhazardous waste treatment and disposal, miscellaneous waste management services, and remediation services. Operations at the facility ceased in 2010 due to bankruptcy liquidation, and the site is currently inactive.

A site visit associated with this Preliminary Assessment (PA) was conducted on September 24, 2014. During the site visit, the earthen berm constructed by the City of Houston to prevent storm water runoff from the site to Kingsbury Street was observed. Also observed was an eroding earthen berm present on the northeast side of the site to prevent surface water runoff into the residential properties on the east side of the site. During large flood events, storm water may flow over the berm and into residential backyards located along the eastern fence of the site. Evidence of vandalism throughout the site was observed during the site visit. A former tanker trailer reportedly cut apart by vandals was located near the former wastewater treatment system inside the main processing facility. Black oil formerly contained within this tanker trailer was dumped in the loading bay of the building. An uncovered vat containing this oil is located in the main processing facility. A trash dumping area in front of the warehouse located on the west side of Wayland Street was also noted during the site visit.



The site overlies the Gulf Coast aquifer, which consists of five hydro-stratigraphic units, from youngest to oldest: the Chicot aquifer, the Evangeline aquifer, the Burkeville confining system, the Jasper aquifer, and the Catahoula confining system. The site is located in a neighborhood supplied by the City of Houston municipal water supply (MWS). Local lakes and rivers, including the Trinity River, Lake Livingston, San Jacinto River, Lake Conroe, and Lake Houston, supply the City of Houston surface water resources. Ground water wells drilled into the Evangeline and Chicot aquifers with an average depth of 750 feet provide 29 percent of the City's water supply to customers predominately located in the west side of Houston. There are two active Public Water Supply (PWS) wells within four miles of the site. There are 75 wells in the Texas Water Development Board (TWDB) Submitted Driller's Reports database within the 4-mile TDL, including 4 domestic, 5 irrigation, 5 industrial, 6 geothermal heat loops, 1 rig supply, and 54 test wells. Of these, one irrigation well and three test wells are located within two miles of the site.

Prior to urban development, surface water drainage from the site flowed directly into the Kuhlman/Belmont Gully, which once flowed through the northern end of the site. Currently, a storm water drain on the northwest corner of the site at Wayland Street and Griggs Road receives surface water runoff from the northwest part of the property. Currently, all ponded storm water is pumped by the EPA to the northwest corner of the site to discharge into this drain. Earthen berms were constructed in 2014 to prevent storm water runoff from traveling into residential yards located northeast and southwest of the site. Before these berms were constructed, storm water from the southwest part of the site flowed south into a ditch, then west onto Kingsbury Street into a storm water drain on the corner of Kingsbury and Calhoun Street. Storm water from the northeast portion of the site likely traveled directly into residential backyards adjacent to the site, then into a storm water drain located on Grace Lane. All storm water drains associated with the site empty into the Kuhlman/Belmont Gully on the north side of Schroeder Road and Griggs Road. This is considered the probable point of entry for the surface water migration pathway. The Kuhlman/Belmont Gully empties into Brays Bayou, which then empties into Buffalo Bayou. The 2-year, 24-hour rainfall average for the site area is 5 inches. The site is not in a Federal Emergency Management Agency (FEMA) designated flood zone. There are no surface water intakes downstream of the site within the 15-mile Target Distance Limit (TDL).

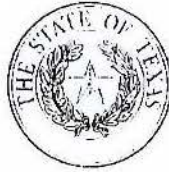
Numerous areas of stained soil were observed during the site visit conducted on September 24, 2014. Currently, there is a fence surrounding the entire property to prevent open access to the facility; however, vandals have previously compromised the security fencing by stealing fence panels, and the fence has not eliminated vandalism at the facility. There are 17 residences located within 200 feet of sources at the site. The nearest school, the Beatrice Mayes Institute Charter School, is located approximately 200 feet northwest of the site, and includes 443 students. There are no day care facilities, sensitive terrestrial environments, or land resources within 200 feet of the site.

Based on the information presented in this PA report, the site warrants further investigation under the EPA Superfund Program. However, the CES Griggs Road PRP Group has completed an application for site acceptance into the TCEQ's Voluntary Cleanup Program. The TCEQ accepted the application and the site was admitted into the Voluntary Cleanup Program on June 10, 2015 (see attached). As a participant in the Voluntary Cleanup Program, the CES Griggs Road PRP Group has agreed to address contamination associated with the site. All activities conducted at the site while in the Voluntary Cleanup Program will be conducted under the direction/oversight of the TCEQ. As such, it is recommended that the site receive a designation of "No Further Remedial Action Planned" (NFRAP) in the Superfund Enterprise Management System. The NFRAP designation does not preclude future federal involvement with the site should site conditions change or a request be made by the State. The State will be provided a copy of this decision document.

APPROVALS:

Report Reviewed by:	<u>Bret Kendrick</u> (Site Assessment Manager)	Signature:	<u></u>	Date:	<u>06/11/15</u>
Disposition Approved by:	<u>Chris Villarreal</u> (Section Chief 6SF-TR)	Signature:	<u></u>	Date:	<u>6/12/2015</u>

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 10, 2015

Mr. Tony Saturni, Corporate Remediation Manager
CES Griggs Road PRP Group
29400 Lakeland Boulevard
Wickliffe, OH 44092

Re: VCP Application Acceptance for the CES Griggs Road VCP site located at 4900 Griggs Road, 4904 Griggs Road, and 5910 Wayland Street, Houston, Harris County, TX; Voluntary Cleanup Program (VCP) No. 2751; Regulated Entity No. 108370644; Customer No. 604824904

Dear Mr. Saturni:

The Texas Commission on Environmental Quality (TCEQ) has received the VCP Application and supplemental environmental information submitted pursuant to §361.604 of the Texas Solid Waste Disposal Act for assistance and review of site investigation and cleanup activities for the above-referenced site. After careful review, the application is determined to be administratively complete, and is eligible for the VCP. Enclosed for your records is a signed copy of the VCP Agreement. Mr. Rodney Bryant has been assigned as the project manager for this site. Based on the VCP Agreement submittal schedule, the Affected Property Assessment Report is due by December 31, 2015. Monthly Status Reports are due on the 10th day of each month beginning July 2015.

Please reference VCP No. 2751 on the front of any future letters or reports. Future submittals should be mailed to the TCEQ, VCP-CA Section, mail code MC-221, at the letterhead address. Please feel free to contact Rodney Bryant if you have any questions by email at Rodney.Bryant@tceq.texas.gov or by phone at (512)239-2205.

Sincerely,


Anna Rodriguez Brulloths, Manager
VCP-CA Section
Remediation Division

ARB/DC/jdm

Enclosure: Executed VCP Agreement

cc: Mr. Jason Ybarra, Waste Section Manager, TCEQ Houston Regional Office, R-125
Ms. Brenda Basile, Pastor Behling & Wheeler, LLC, 11231 Richmond Avenue, D104, Houston, TX 77082

TOP/VCP/BSA/MSD 2751
IN/OUT/DATE 5-29-15
DOC.NAME VCP Agreement
IDA COMM# 19412763
PROJ. MGR. Rodney Bryant

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY VOLUNTARY CLEANUP PROGRAM AGREEMENT

INTRODUCTION

This Agreement is entered into voluntarily by CES Griggs Road PRP Group (Applicant) and the executive director of the Texas Commission on Environmental Quality (TCEQ). This Agreement is not and shall not be construed as an admission of any liability under the Texas Solid Waste Disposal Act or any other law or as a waiver of any defense to such liability. No approval hereunder or receipt of funds hereby shall be taken as a warranty as to sufficiency or efficacy of the response action. The purpose of this Agreement is to detail the obligations and functions of each party, related to the voluntary response action process at the CES Griggs Road Site (Site), Voluntary Cleanup Program (VCP) No. 2751.

The activities conducted by the Applicant under this Agreement are subject to approval by TCEQ. The activities conducted by the Applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents. Applicant shall employ sound scientific, engineering and construction practices.

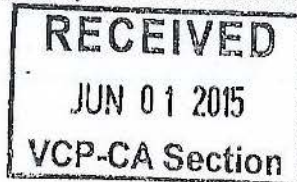
STATEMENT OF ELIGIBILITY

The executive director has determined that the application submitted by the Applicant is complete and that the Site is eligible to participate in the VCP established under Subchapter S of Chapter 361 of the Health and Safety Code (HSC). If the TCEQ determines that the Applicant withheld or misrepresented information that would be relevant to the Site's eligibility, the executive director may exercise his/her right to withdraw from this Agreement.

The Applicant's eligibility to participate in the VCP is conditioned upon the Applicant paying all past costs expended by the TCEQ out of the Hazardous and Solid Waste Remediation Fee Account (Fund 550) for remedial and/or removal activities conducted at the Site. The costs shall be paid to the TCEQ within 45 days of the date an invoice for such costs is mailed to the Applicant(s). The Applicant's check or money order shall be made payable to the Texas Commission on Environmental Quality and shall reference the "CES Environmental Services Facility, EPA ID# TXD008950461, PCA Code 50194 and Cost Recovery Funds for the Hazardous and Solid Waste Remediation Fee Account (Fund 550) of the State of Texas." The payment shall be mailed to:

Financial Administration Division
Attention: Cashier (MC-214)
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas, 78711-3088

The Applicant agrees to set up and maintain a website accessible to the public regarding the Site in order to keep the public informed of ongoing activities at the Site. The website shall be updated as activities are conducted at the Site. The website shall remain in existence until such time as the Site is issued a Certificate of Completion or is no longer in the VCP, whichever occurs first.



PARTIES BOUND

This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries over which the Applicant exercises control and assigns and upon the TCEQ, its employees, agents, assigns and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this Agreement unless Applicant or TCEQ withdraws from this Agreement.

The Applicant shall provide a copy of this Agreement to any subsequent business owners or successors before ownership rights are transferred. If the Applicant is also the owner of the Site, the Applicant shall provide a copy of this Agreement to prospective purchasers of the Site prior to transfer of title. The Applicant shall provide a copy of this Agreement to all contractors and consultants who are retained to conduct any work performed under this Agreement, within 14 days after the effective date of this Agreement or within 14 days after the date of retaining their services, whichever is later.

DEFINITIONS

"Site" means the area described in the VCP application, attached and incorporated herein as Exhibit "A" or, if the executive director approves the Applicant's request to address a partial response action area, then only that portion (i.e., the partial response action area) of the area described in Exhibit "A."

ADDRESSES FOR ALL CORRESPONDENCE

Documents, including reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by electronic mail, hand delivery, overnight mail or by courier service to the following addresses or to such addresses as the Applicant or TCEQ may designate in writing.

Documents to be submitted to TCEQ should be sent to:

Mailing Address

Rodney Bryant, Project Manager
VCP-CA Section, MC-221
P.O. Box 13087
Austin, TX 78711-3087

Overnight/Express Mail Address

Rodney Bryant, Project Manager
VCP-CA Section, MC-221
12100 Park 35 Circle
Austin, TX 78753

Documents to be delivered to the Applicant should be sent to (include name, address and phone number):

Tony Saturni
Corporate Environmental Remediation and Liability Manager
The Lubrizol Corporation
29400 Lakeland Boulevard
Wickliffe, Ohio 44092
(440) 347-4570 (office)
(440) 347-4790 (fax)
tony.saturni@lubrizol.com

COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation and Resource Conservation and Recovery Act regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances and regulations, the Applicant shall comply with the more/most stringent such laws, ordinances, or regulations, unless authorized otherwise in writing by TCEQ. Federal requirements shall be followed if they are the more/most stringent. However, as provided by HSC, Section 361.611 a state or local permit shall not be required, although the Applicant must coordinate with ongoing federal and state hazardous waste programs and must comply with the substantive requirements of an otherwise required state permit. Where it is determined that a permit is required under federal law, the Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all federal permits which are necessary for the performance of any work hereunder.

APPLICABLE RULES AND REGULATIONS

The VCP rules, 30 Texas Administrative Code (TAC) 333, Subchapter A and the following rules or regulations are specifically designated as being directly applicable for the Site and must be followed. Citation of these rules does not imply that they are the only applicable rules.

☒ 30 TAC 350 (Texas Risk Reduction Program Rules - TRRP)
☐ 30 TAC 334 (Petroleum Storage Tank Rules)
☐ Other _____

SUBMITTALS AND SCHEDULES

The following plans and reports were included with the VCP application, in this Agreement, or have been added by amendment to this Agreement:

☐ Phase I Environmental Site Assessment (ESA)
☒ Phase II/Limited Phase II ESA
☐ Affected Property Assessment Report - Texas Risk Reduction Program (TRRP) Rules
Response Action Plan (TRRP)
☒ Other: EPA, TCEQ and Trustee analytical data for soil samples collected at the Site and nearby residences; EPA data for waste samples

In compliance with the aforementioned rules or regulations, the required submittals shall include a monthly status report, which describes all activities completed for the current month and those planned for the upcoming month. In order to complete the voluntary cleanup activities which are necessary for Certificate of Completion issuance, the following plans and reports will be submitted according to the schedule specified below (put anticipated date of submittal of report in blanks or NA if not applicable):

TRRP Submittals:

Affected Property Assessment Report December 31, 2015
Response Action Plan 120 days after approval of Affected Property Assessment Report
Response Action Completion Report 90 days after completion of the response action

Response Action Effectiveness Reports If needed, every 3 years after approval of the Response Action Plan

Post-Response Action Completion Reports Not Applicable

Monthly Status Report will be submitted by the 10th of each month.

Other reports (or indicate if attached Exhibit B): Not Applicable

If the Applicant is self-implementing to Remedy Standard A, a completed TCEQ Form 10323 (Self-Implementation Notice) must be attached to this Agreement. If the Applicant is self-implementing, TCEQ will not review or comment on site-specific issues submitted by the Applicant prior to submittal of the Response Action Completion Report (RACR) or the Response Action Effectiveness Report if the RACR has not been previously submitted.

Petroleum Storage Tank Submittals:

Release Determination Report (TCEQ-0621) _____

Assessment Report Form (TCEQ-0562) _____

Plan B Risk Assessment Report _____

Corrective Action Plan Worksheets (TCEQ-0707) _____

Operation, Monitoring and Performance Report Form (TCEQ-0696) _____

Site Closure Request Form (TCEQ-0028) _____

Other Reports (or indicate if attached Exhibit B): _____

The TCEQ may terminate this Agreement if:

- 1) the aforementioned submittals are not submitted by the time frames stated above unless TCEQ approves an Applicant's revised schedule;
- 2) responses to TCEQ comments on the aforementioned submittals are not submitted in accordance with time frames provided in TCEQ comments letters; or
- 3) Applicant fails to pay past costs owed to the TCEQ for remediation and/or removal activities conducted at the Site within 45 days of the date an invoice for such costs is mailed to the Applicant.

Proposed future land use to be achieved:

☐ Residential (i.e., unrestricted)

☒ Non-residential (i.e., commercial/industrial)

☐ Other (e.g., agricultural or recreational) _____

DESIGNATED PROJECT MANAGER

On or before the effective date of this Agreement, the TCEQ and the Applicant shall each designate a project manager. Each project manager shall be responsible for overseeing the implementation of this Agreement. The TCEQ project manager will be the TCEQ-designated representative at the Site. To the maximum extent possible, communications between the Applicant and TCEQ and all documents (including reports, approvals and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During

implementation of this Agreement, the respective project managers shall whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing at least five days prior to the change.

ACCESS

To the extent that the Site or other areas where work is to be performed hereunder is presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain, or shall use its best efforts to obtain access agreements from the present owners. Best efforts shall include at a minimum, a certified letter from Applicant to the present owner of such property requesting an access agreement to permit Applicant, TCEQ, their authorized representatives and persons designated by the TCEQ in accordance with HSC, Section 361.752(c) access to such property. Any such access agreement shall be incorporated by reference into this Agreement. Such an agreement shall provide access for Applicant, TCEQ and authorized representatives of TCEQ, and persons designated by the TCEQ in accordance with HSC, Section 361.752(c), as specified below. In the event that such access agreement is not obtained, the Applicant shall so notify TCEQ, which may then, at its discretion, assist the Applicant in gaining access.

The Applicant shall provide authorized representatives of TCEQ access to the Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to inspecting records, operating logs and contracts related to the Site; reviewing the progress of the Applicant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as TCEQ may deem necessary; using a camera, sound recording, or other documentary type equipment for field activities; and verifying the data submitted to TCEQ by the Applicant hereunder. The Applicant shall permit TCEQ's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Applicant may exercise control. All persons with access to the Site pursuant to this Agreement shall comply with submitted health and safety plans. The TCEQ does not approve health and safety plans.

DISPUTE RESOLUTION

This section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted. It should be noted, that as provided for in HSC, Section 361.607, the executive director or the Applicant in its sole discretion may terminate the Agreement by giving 15 days advanced written notice to the other.

The parties shall use their best effort to, in good faith; resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the parties are unable to resolve informally, the Applicant may present written notice of such dispute to TCEQ and set forth specific points of dispute and the position of the Applicant. This written notice shall be submitted no later than five calendar days after the Applicant discovers the project managers are unable to resolve the dispute. The Applicant's project manager shall notify the TCEQ's project manager immediately by phone or other appropriate methods of communication prior to written notice, when he/she believes the parties are unable to resolve a dispute. Within ten days of receipt of such a written notice, the TCEQ will provide a written response to the Applicant setting forth its position and the basis therefore. During the five calendar days following the receipt of the response, the parties shall attempt to negotiate in good faith a resolution of their differences. If during this negotiation period, the TCEQ concurs with the position of the Applicant, the Applicant will be notified in writing and this Agreement shall be modified to include any necessary extensions of time or variances of work.

Following the expiration of the previously described time periods, if no resolution of the disputed issue(s) has been reached, the executive director shall make a determination regarding the dispute, based upon and consistent with the terms of this Agreement and will provide written documentation of such determination to the Applicant.

At this juncture, if dispute resolution fails and either or both parties exercise their right to withdraw from the Agreement by giving 15 days advance written notice to the other, only those costs incurred or obligated by the TCEQ before notice of termination of the Agreement are recoverable under the Agreement.

RESERVATION OF RIGHTS

TCEQ and Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation, not a party to this Agreement for any liability it may have arisen out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to or from the Site. The parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against each other, and against any and all other persons and entities who are not parties to this Agreement.

The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than TCEQ found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.

During the term of this Agreement, TCEQ will not bring an enforcement action against Applicant for any violations of statutes or regulations for the specific violations or releases that are being remediated by this Agreement, unless the Applicant or TCEQ withdraws from this Agreement prior to completion of the response action. However, a responsible party remains liable for contamination should response action standards change or additional contamination be discovered. Non-responsible party Applicants have a release from liability upon issuance of the Certificate of Completion subject to statutory conditions in Section 361.610(c) HSC.

ADMINISTRATIVE COSTS

Applicant A, unless indicated otherwise in Exhibit "A", agrees to reimburse TCEQ for all of its costs associated with implementation of this Agreement. TCEQ's costs may include direct and indirect costs of overhead, salaries, equipment, utilities, legal, management and support costs associated with the review of the Applicant's work plans and reports and oversight of field activities.

The TCEQ will track all costs to the TCEQ for review and oversight activities related to the Site and provide monthly invoices to the person responsible, per this Agreement for said costs. If TCEQ costs are less than the application fee of one thousand (\$1,000) dollars, the remaining balance in the Site account will not be refunded. The Applicant shall pay these invoiced costs to the TCEQ within 30 days after the date the Applicant receives notice that these costs are due and owing. If payment is not made within 30 days after the date the second notice that these costs are due and owing is sent, the TCEQ will stop reviewing any site-related submittals. If payment is not made within 30 days after the date the third notice

is sent, the TCEQ shall terminate this Agreement and request that the attorney general bring action to recover all costs allowed by law.

Checks shall be made payable to the Texas Commission on Environmental Quality and be mailed along with a transmittal letter stating the Site name, VCP number, and addressed to the Texas Commission on Environmental Quality; MC-214; Attention: Cashier; P.O. Box 13088, Austin, Texas, 78711-3088.

In the event that this Agreement is terminated for any reason, Applicant A, unless indicated otherwise in Exhibit "A", agrees to reimburse TCEQ for all costs incurred or obligated by the TCEQ before notice of termination of the Agreement.

NOTICE OF BANKRUPTCY

As soon as Applicant has knowledge of its intention to file bankruptcy or no later than seven days prior to the actual filing of a voluntary bankruptcy petition, Applicant shall notify TCEQ of its intention to file a bankruptcy petition. In the case of an involuntary bankruptcy petition, Applicant shall give notice to the TCEQ as soon as it acquires knowledge of such petition.

INDEMNIFICATION

To the extent allowed by law, the Applicant agrees to indemnify and save and hold the State of Texas, its agencies, successors, departments, agents and employees, harmless from any and all claims, damages or causes of action arising from or on account of, the willful or negligent acts or omissions of the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries over which the Applicant exercises control and assigns in carrying out the activities pursuant to this Agreement. By entering into this Agreement, the Applicant does not assume any liability arising from the acts or omissions of the TCEQ or its agents or employees in carrying out any activities pursuant to this Agreement.

EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

The effective date of this Agreement shall be the date on which this Agreement is signed by the Executive Director of TCEQ or his/her authorized representative.

This Agreement may be amended by mutual agreement of TCEQ and the Applicant. Amendments shall be in writing and shall be effective when signed by the Executive Director of TCEQ, or his/her authorized representative.

TERMINATION AND SATISFACTION

The provisions of the Agreement shall be satisfied when TCEQ gives the Applicant written notice in the form of a Final Certificate of Completion that the Applicant has demonstrated to TCEQ's satisfaction that all terms of this Agreement have been completed, including the selection and implementation of a response action, when appropriate.

Nothing in the Agreement shall restrict the State of Texas from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

SIGNATURES

Applicant A

By: _____

(signature)

Date: _____

Name: _____

(print or type)

Title: _____

Karen L. Walter
Chairperson - CES Griggs
Road PRP Group

Applicant B

By: _____

(signature)

Date: _____

Name: _____

(print or type)

Title: _____

Applicant C

By: _____

(signature)

Date: _____

Name: _____

(print or type)

Title: _____

Applicant D

By: _____

(signature)

Date: _____

Name: _____

(print or type)

Title: _____

TCEQ Representative

By: _____

(signature of authorized representative)

Date: _____

Name: _____

(print or type)

Title: _____

Anna Rodriguez Brulloths
Manager